

# Central College Facility Agreement

This Facility Agreement is made and entered into this **12th** day of **August, 2004**, by and between CENTRAL COLLEGE, 812 University, Pella, IA 50219, (hereinafter called College) and **Insert name here** (hereinafter called "User").

Business/organization and name of the event:

Billing address:

Contact person (s):

Phone number:

E-mail address:

## Witnesseth:

**Whereas**, the College owns or controls certain facilities as described in this Agreement which, from time to time, are available for use; and

**Whereas**, User desires to use those premises for the limited and specified purposes herein contained;

**Whereas**, College and User deem it to be to their mutual benefit and interest to set forth in writing, the terms and conditions of their agreement and understanding; and

**Now, Therefore**, in consideration of the mutual covenants and conditions herein contained; the College and User agree as follows:

1. Grant: The College hereby grants permission to User to use certain designated rooms of Central College, located at 812 University (hereinafter called the "Complex") for the sole purpose of a **wedding reception**.
2. Term: User shall be permitted to use the following Complex rooms from:

<u>Date</u>	<u>Room</u>	<u>Time</u>	<u>Fee</u>
Insert date here	Graham Center, room # 1, # 2, #3 & banquet room	8:00 a.m. – 12:00 a.m.	\$ xx.xx

Time shall be of the essence of this Agreement, and the time granted shall not be extended for the occupancy of use of the Complex or for the installation or removal of equipment without the advance written permission of the College's representative (hereinafter referred to as "Coordinator"). All additional time shall be paid for according to the schedule of fees as established from time to time by the College.

3. Fee: User shall pay a facility fee for designated building areas in the Complex.

Facility fee includes normal heat, air conditioning, lights, tables, chairs and clean-up occurring during the Complex regular business hours.

Non-refundable deposit: One-half of the assessed facility fee must be paid upon execution of this agreement.

Total Due at Contract Signing = \$ **xx.xx**

User agrees to compensate the College for those facilities and services in accordance with the terms and conditions listed below:

## I. FACILITIES:

- A. Room and building assignments will be made by the College.
- B. Guests are restricted to the rooms and buildings assigned. The use of bathrooms, rooms or lounges not assigned will result in additional cleaning charges.
- C. All belongings must be removed from rooms prior to contract ending time or User will be charged an additional Facility Fee for each room containing items. User is responsible for picking up belongings left after the contracted event within 30 days of the contract ending time/date. A storage fee of no less than \$25.00 per day will be assessed to the User for items not removed during the contracted hours. Items left by User or their guests will become the property of the College if not claimed within 30 days.
- D. Youth events (ages 21 and under) will be required to have chaperons. One chaperone per 20 guests is required. Chaperones shall be required to be on site during the times of the User agenda for the participants.
- E. Furniture may not be moved from or to any room or building by the User.
- F. Additional cleaning charges may be assessed, at the discretion of the Coordinator, for residue littering the floor or surfaces of the facilities. Extra cleaning will be charged at the rate of \$25 per hour.
- G. At any time during the contracted event the Coordinator or College may inspect facilities being rented by the User.

## **II. FACILITY ARRANGEMENTS:**

- A. Facility Fee: This fee covers the general use of campus facilities, routine custodial services during normal hours, and conference staff services. There will be an additional charge for extra assistance or assistance not requested in advance.
- B. Alcohol and Illegal Drug Use: This agreement grants to User no greater rights than expressly stated herein and specifically denies any right to User of possession or occupancy which would be in violation of State law, ordinances, rules and regulations, or policies of the College, particularly with respect to the dispensing of alcohol and alcoholic beverages and illegal drugs. College policy: Drug-free campus; Central College is in compliance with the Drug-Free Schools and Campuses Act of 1989. The College does not allow the possession, use or distribution of illicit drugs on campus. Related paraphernalia is also prohibited. Alcohol-free campus; The college does not condone the possession or consumption of alcohol by anyone on campus. Likewise, it also does not condone selling or otherwise providing alcohol to any individual in any form or format on campus. This includes nonalcoholic beer, which contains small amounts of alcohol. Persons choosing to consume, distribute or possess alcohol on campus will be asked to leave. Alcohol use/abuse is not an accepted excuse for inappropriate behavior. Public intoxication is unacceptable. Public areas of the College – doorways, hallways, windows and building bulletin boards – may not be used to encourage the use of or advertise events where such substances will be present.
- C. Smoking: Smoking is not permitted inside any College facility. Smoker's waste receptacles are located at the entrances of most buildings.
- D. Alteration, Decorations and Damage: User shall not injure, mark, or in any way deface the Complex and shall not cause or permit anything to be done whereby the Complex shall in any manner be injured, marred, or defaced and will not drive or permit to be driven nails, hooks, tacks or screws into any part thereof and will not make or allow to be made any alterations of any kind therein. User agrees that, before contracting with a decorating firm, the name of the firm, the type of decorations and the layout will be submitted to the Coordinator for approval: and User and decorator shall be responsible to Coordinator for any damage to the complex through the erection of such decorations, deterioration to parking facilities, etc. No glitter, confetti, silly string, rice, birdseed or anything that leaves residue on the floor is permitted inside or outside the Complex. Any extra cleaning caused by the decorator or User will be assessed to the User. College shall not be responsible for damage to or loss of such materials.
- E. Posters, decorations, or similar items cannot be attached to the walls, doors, or stairway, or hung from the ceiling or other fixtures without the prior permission of the Coordinator. All decorations and equipment must be removed from the Complex at the end of the event.
- F. Tampering with or removal of windows or window screens from any part of any building is not allowed.
- G. Each room is inspected just prior to and just after each event. The User will be responsible for all damages that occur in rooms assigned to User and/or missing fixtures.
- H. Erection of special platforms, water tanks, scaffolding, rigging and other apparatus is the responsibility of User. Use of any of the above-mentioned items must be approved, in advance and in writing, by the College. User will then take the necessary action required to insure the safety of the User, performers and the public.
- I. Equipment: User agrees that it will not use College equipment, tools, or furnishings located in or about the Complex without first seeking and receiving the advance written approval of the Coordinator.
- J. Additional Users: User understands and agrees that during the term of this agreement other events may be held in other parts of the Complex not included in the Agreement, and User shall so conduct its activities so as not to interfere.
- K. Parking: The College agrees that parking facilities will be open to traffic as is occasioned by the Users use of the Complex, but the User agrees that the College need not hold such parking facilities for the exclusive use of such traffic. User shall be responsible for securing additional parking if needed and shall not use the College's name to acquire it.
- L. Utilities: User shall use the College electrical system as is. User shall not modify the system by installing any electrical outlets or cables. Any modifications must be approved and completed by College personnel at a specified rate. User agrees to compensate College for any loss of or damage to equipment, damage to any wiring, and damage to the Complex from any cause during the term of this Agreement.
- M. User agrees that they will not stage any act or performance in which fires or flames are involved. Nor shall bunting or inflammable materials be used for decorative purposes. Candles can only be used with prior consent of the Coordinator. Candles and the flame must be completely contained within a non-flammable container.

## **III. COMMUNICATION:**

- A. Names of group planners and authorized personnel are given to the College's Campus Security, the Information Center, and other support staff affected by the User.

- B. Users not limited to one building for their event will provide a cell phone number, pager number, or other form of communication device whereby the College can reach the User for necessary communication during the event or for emergencies. Cell # \_\_\_\_\_ Pager # \_\_\_\_\_ Two way radios: Yes \_\_\_\_ No \_\_\_\_
- C. Copies of the User agenda and/or any brochure, flyer or invitation advertising the event shall be provided to the Coordinator.

#### **IV. INSURANCE:**

- A. User's property: User hereby agrees to carry insurance with replacement cost coverage to protect its interest in respect to any and all property or equipment owned by User and/or used by User in its operation or the transportation thereof, and to look solely to said insurance coverage for any damages occurring during the term of this Agreement. User also hereby releases the College, its agents, students and employees from any and all liability for any damage or loss occurring to its property or equipment, except for deliberate acts of destruction by an agent, student, or employee of College, in which case this release shall not be effective as to such agent, student or employee.

#### **V. AUDIO/VISUAL EQUIPMENT:**

- A. Audio/visual equipment and/or technical services must be requested a minimum of 5 days in advance of arrival.

Fees for equipment are as follows:

Conference Phone	\$5	Modem Phone Line	\$5
Portable Staging	\$10 per section	Ethernet Connection	\$5
TV/VCR	\$25	Dry Erase BD/Markers	\$5
Flip Chart	\$5	Sound System basic set up	\$50
Overhead Projector	\$15	Podium	\$5
Lap top Computer	\$25	Projection Screen	\$10
LCD projectors	\$150	VCR	\$10
Visual presenter	\$40		

#### **VI. FOOD SERVICE:**

- A. All groups will be required to use the College's food service for all food and beverage served. No outside food vendors will be permitted to prepare or bring onto the College premises any food or beverages. Coffee breaks, banquets and special menu prices will vary depending on selection and set-up.
- B. Hours for the Central Market may be adjusted according to the needs of programming on the College's campus. Users dining in the Central Market must schedule meals during the published serving hours. Users will be asked to notify the College of their serving time and number of guests for meals in the Central Market.
- C. Water bottles, backpacks, containers and bags may not be brought into the Central Market. Users will be asked to leave these items at the entrance of the facility.

#### **VII. INDEMNITY and DAMAGES:**

- A. User agrees that all participants are under the direct and complete supervision and control of User. As such, User is liable for all damages resulting from participant utilization of the facilities and services provided by the College. User will reimburse the College for all damages resulting from the use by User and/or its participants. In addition, the terms and conditions of this Agreement do not require the College to relinquish its control of its facilities and services to User. The College retains the right to require User, or any of its participants, to leave the College premises if the College feels that circumstances require it. User shall indemnify and hold harmless the College, its agents, students and employees, against any and all claims for loss, injury or damage to persons or property, including claims of employees of User or its agents arising out of activities conducted by User or its guests on or in College buildings, properties, or facilities.

#### **VIII. OTHER:**

- A. Service Staff: All service staff such as, but not limited to, security officers, audiovisual technicians, sound and lighting technicians and housekeeping personnel to be used on the occasion herein mentioned, shall be employees of the College but shall be paid for by the User at the rate(s) established from time to time by the institution. The number thereof shall be fixed by the Coordinator. User must secure the advance written permission of the Coordinator for the use of volunteer or paid service staff if other than College personnel are to be used. Such volunteers or paid service staff shall be subject to all the rules and regulations applicable to employees of the College, but shall, at all times, be considered as employees of User and User shall assume responsibility for their compensation, benefits, protection or privilege provided by law, and their conduct and consequences. User shall remove from service upon the request of Coordinator any User employee not adhering to the rules and regulations relating to their conduct or use of the Complex.

- B. Non-Assignment: User shall not assign or transfer this Agreement or sublet any portion thereof without the written consent of the College. User herein is an independent contractor and not the agent, partner, joint venturer, or employee of the College.
- C. Impossibility: If an unforeseen catastrophe or disaster makes performance of the Agreement impossible, the Agreement shall be considered null and void and neither party shall be responsible to the other for any loss or damage. Notice of catastrophe or disaster shall be given as soon as possible. Catastrophes or disasters covered by this paragraph include, but are not limited, to fire, flood, windstorm or tornado, earthquake, invasion or hostilities, rebellion, insurrection, confiscation by order of the government, military or police authority, or prohibitory or injunctive orders or any competent judicial or other governmental authority, military or public: provided, however, that should College, in its sole and complete discretion, reasonably believe that there are imminent or potential security risks or concerns which could present a condition of harm or danger to the College, the Complex, the Central College community and/or participants at the scheduled event, then the College may terminate the usage provided for in this Agreement without penalty.
- D. Default: Upon any breach or default of the terms and conditions of this Agreement, College may at its sole option, cancel this Agreement with no less than sixty (60) days notice in writing to User.
- E. Waiver of Rights: That none of the terms or conditions herein shall in any manner be altered, amended, waived, or abandoned, except by written agreement of the parties, and no delay by College in enforcing any of its rights hereunder shall be deemed a waiver of such rights.
- F. This agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assignees. The Article or Section headings, if any, of this Agreement are for the convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties. This Agreement shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument. The person who executes this contract on behalf of User expressly represents and warrants that he/she has full and complete authority to do so.
- G. Acceptance of Agreement: If the above meets with User's approval, please sign below and return the original to the Coordinator by **Insert date here**. If a signed copy of the contract and deposit are not returned by 5:00 p.m. on this date, the space being held on the User's behalf will be released.
- H. College business offices and Conference Services summer office hours are 8:00 a.m. until 4:30 p.m. Monday through Friday. Academic year office hours are 8:00 a.m. until 5:00 p.m. Monday through Friday. College business offices are closed on all legal holidays and whenever deemed by the Central College President.
- I. Breach of Agreement/Disorderly or Disruptive Conduct: Any use of the College which is contrary to and /or not in compliance with the Facility Agreement shall be denied and shall be considered in breach of the Facility Agreement, giving the College the right to cancel said Agreement and consider same to be null and void. Any person whose conduct is objectionable, disorderly or disruptive shall be refused entrance or be asked to leave the premises and, if appropriate, such person's conduct shall be considered the responsibility of the User.

#### **IX. RESERVATIONS AND USE PRIORITY:**

- A. Use of the College facilities is on a first reserved basis. The College may be reserved by the User up to one year in advance of an event by contacting the Coordinator. On rare occasions, the College may deem it necessary to ask that a previously scheduled non-College event be "bumped". On those occasions, the College may cancel the event upon 6 months written notice to the User. All deposits will be refunded.
- B. All requests for usage of the College facilities must be made through the Coordinator. All Users must sign a "Facility Agreement" and remit a deposit in order to reserve space.
- C. College staff will not coordinate the event, provide secretarial services such as making phone calls, copies or typing, making directional signs, accept or sign for privately arranged deliveries, move or coordinate arrangement of privately arranged equipment or décor, or provide child care or supervision.
- D. The College reserves the right to move the event to a different room if necessary.
- E. University or civic events, which, in the sole discretion and determination of the College, are deemed of sufficient importance to the College or the city of Pella, may justify exception to this policy.

IN WITNESS WHEREEOF, the parties hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said Agreement to become effective as of the later date.

By: \_\_\_\_\_  
Central College, Coordinator

\_\_\_\_\_  
User and/or Name of Organization

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative for User

Date: \_\_\_\_\_